

EXHIBIT A

DECLARATION OF LORI SMITH

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA**

**AMY ROLLS ON BEHALF OF
HER MINOR CHILD AR**

**SUMMERHAYS
VERSUS**

**PACKAGING CORP OF AMERICA
INC AND TIMOTHY WOHLERS**

CIVIL ACTION NO. 2:18-CV-00188-UDJ-KK

DISTRICT JUDGE ROBERT

MAGISTRATE JUDGE KATHLEEN KAY

DECLARATION OF LORI SMITH

I, Lori Smith, declare under penalty of perjury that the following statements are true and correct:

1. I am of the age of majority, am competent in all respects to make this declaration, and have personal knowledge of all matters stated herein.
2. I am a Mechanical Maintenance Planner at Packaging Corporation of America's ("PCA") containerboard mill in DeRidder, Louisiana ("Mill").
3. As a Planner, I routinely receive Work Requests from Mill maintenance personnel identifying maintenance issues and requested repairs.
4. I review these Work Requests and, when appropriate, obtain bids for work, and then prepare related Work Orders and Purchase Requisitions.
5. If a Work Order and Purchase Requisition is approved, it is forwarded to the purchasing department and a Purchase Order is then issued.
6. In October 2016, I was notified there was a leak in the Mill's Clean Condensate Line where it ran above the Foul Condensate Tank.
7. I prepared Work Order #1573059: a true and correct copy of Work Order #1573059 is attached hereto as Exhibit A-1.

8. The work on the Clean Condensate Line was intended to be completed during a scheduled November 2016 Pulp Mill Outage. I requested a bid from Elite Specialty Welding, LLC ("Elite") for several Work Orders which included Work Order #1573059 covering the repair of the Clean Condensate Line and, in response, Elite submitted a bid for the work which included Work Order #1573059.
9. Elite's bid was subsequently approved and Purchase Order #215857 was issued, which purchase order identified the work to be completed under Work Order #1573059; a true and correct copy of Purchase Order #215857 is attached as Exhibit A-2.
10. The purchase orders state on their face they are subject to PCA's standard Terms and Conditions located on PCA's website; a true and correct copy of PCA's Terms and Conditions is attached hereto as Exhibit A-3.
11. During the November Shutdown, Elite performed work included in the four Work Orders listed on Purchase Order #215857; however, the Clean Condensate Line repair identified was not completed as a temporary repair was made which allowed Elite's permanent repair to be rescheduled for completion during the Mill's longer scheduled annual shutdown in February 2017.
12. On January 4, 2017, PCA issued Purchase Order #217370 for Elite's completion of the Clean Condensate Line repair initially made part of Work Order #1573059; A true and correct copy of Purchase Order #217370 is attached hereto as Exhibit A-4.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed in Beauregard, on the 24th day of July, 2019.
Parish

Lori Smith
Lori Smith

EXHIBIT A-1

WORK ORDER #1573059



DeRidder

 Miller, Stacy
 Friday, March 16, 2018 1:15 PM

Work Order #1573059		Lead: Martinez, David	
Facility	410	Digester Plant	Priority
Mach/Area	410-320	Tanks and Fittings	Emergency
Location	410-320-1053 Tank, Clean Condensate		Work Type
Equipment	410-320-1053 Tank, Clean Condensate (12ft Diameter x 21ft Tall)		General Maintenance/Repairs
Type	Mechanical		EQ. Availability
			Downtime
			Category
			Reliability Cat.
Labor Acct	52-0-400-0000-650-21		PM#
Material Acct	52-0-700-0000-650-21		0
Service Acct	52-0-690-0000-650-21		Original WO#
			0
			Stock #
			0 Issued:
Request Date 10/28/2016		Required Date 03/28/2017 12:00:00 AM	
Requested By Smith, Lori		Sched. Date	
		Planner	
		Smith, Lori	
Plan. Status	CAR # 0	<input type="checkbox"/> Contract	User Cat 1
WO Status Closed	Starter ID	<input type="checkbox"/> Balance	User Cat 2
	Tag #	<input type="checkbox"/> Laser Align	User Cat 3

Nature of Problem

Repair leak in line at Clean Condensate Tank in pulp Mill

Job Steps

Step	Supervisor	Crew	Craft	Duration	Hours	Scheduled Date	Complete	
Description			E. Men	E. Hours	S. Men	S. Hours	Completed Date	Contract
1	DM - Martinez, David				0		11/21/2016 12:00:00 AM	<input checked="" type="checkbox"/>
Repair leak in line at Clean Condensate Tank in pulp Mill			0	0	0	0	03/09/2017 12:00:00 AM	<input type="checkbox"/>

Other Instructions/Comments

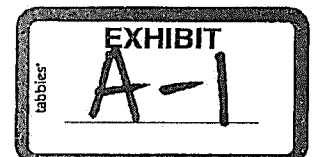
Equipment Comments:

 MAX. PRESS. ATM
 YEAR 1981
 ***** EQ SPEC SCREEN DESC *****
 Tank, Storage, Turpentine

Location Comments:

 MAX. PRESS. ATM
 YEAR 1981
 ***** EQ SPEC SCREEN DESC *****
 Tank, Storage, Turpentine
 Equipment Safety Comments:

Location Comments:





DeRidder

Miller, Stacy
Friday, March 16, 2018 1:15 PM

Work Order #1573059

Lead: Martinez, David

Process Safety Review



DeRidder

Miller, Stacy
Friday, March 16, 2018 1:15 PM**Checklist - Work Order #1573059****Nature of Problem**

Repair leak in line at Clean Condensate Tank in pulp Mill

Checklist

Planner

Equipment/Location Tank, Clean Condensate (12ft Diameter x 21ft Tall)

Safety

Job Work Analysis Complete N/A

Need Lockout N/A

Has Lockbox N/A

Personal Protective Equipment

☐ Hot Work Required☐ Confined Space Required☐ Line Breaking**Parts**☐ DC Parts Ordered

Delivery Date

PO # 0

Req # 0

Parts Staged At

Storeroom Parts Needed

Storeroom Parts Staged At

Special Tools Needed

Mobile Equipment Needed

Location of Prints and BOM

Job Steps☐ Pre-Fab Required☐ Pre-Fab Complete

Pre-Fab Completion Date

☐ Time Line Required☐ Time Line Complete**Job Scope**☐ Engineering, Operations, Other Crafts
Contacted☐ Helpers Needed

Man Hours 0

Labor Cost 0

Material Cost 0

Total Cost 0

Contractor Hours 0

Contractor Rate 0

Contract Cost 0

Initials**Description****Craftsman****Maintenance****Operations**

Miller, Stacy
Friday, March 16, 2018 1:15 PM



Direct Charge - DeRidder

Requisition # 286276

Requisitioner Smith, Lori
Department [54] Maintenance - Fixed
Vendor 124636-1
APACHE INDUSTRIAL SERVICES INC
15423 VANTAGE PARKWAY EAST

Ship Via
FOB
Track
Delivery Instructions

Best Way
Delivered

Internal Comments
Emergency call-out for Apache to come in and remove insulation on line at the
Condensate Tank

Total cost-----\$700.00

External Comments

Requisition Date 10/28/2016
Period From
Required Date 10/28/2016

HOUSTON TX 77032

Attention

1 Emergency call-out for Apache to come in and remove
insulation on line at the Condensate Tank

PO #	215438	UOM	Job	Taxable	[N] 0% Non-Taxable
CAR #	0	Qty	1.000 Tax Code	[N] None	
Account #	52-0-690-0000-650-21	PO Price	700.00 MSA #	0	
Work Order #	1573059	Est Total	700.00		
Mach/Area	[410-320] Tanks and Fittings	Quoted <input type="checkbox"/>			
Equipment	[410-320-1053] Tank, Clean Condensate (12ft Diameter x 21ft Tall)	MSDS Required <input type="checkbox"/>			
		MSDS #			
		MSDS Multi ID			

Requisition # 286276 1 item(s)



WO Estimate Details - DeRidder

Miller, Stacy
Friday, March 16, 2018 1:15 PM

Work Order #1573059

Stock #	Quantity	Unit Cost	Total Cost	Vendor	Description
		Total	\$0.00		
		Grand Total(Including Extra)	\$0.00		
		Grand Total(Excluding Extra)	\$0.00		



Miller, Stacy
Friday, March 16, 2018 1:15 PM

Part Listing - DeRidder

Parts Listing for '410-320-1053'

Part #	Description	Critical	Qty Used	QtyOH	UOM	Stores Location
122716	GASKET, RING, 2"x1/8" 150LB OS TC2000	Yes	0	2	Each	MAIN-13-D-100-0

Criteria: equipment = '410-320-1053'

Page 1

EXHIBIT A-2

PURCHASE ORDER #215857

11/10/2016 2:37 PM FROM: DeRidder Mill Fax TO: +1 (337) 463-2800 PAGE: 001 OF 001

PO Date 11/10/2016
 Vendor: 118876-1 ELITE SPECIALTY WELDING LLC
 Attn: 19281 LAKE CHARLES HWY
 DERIDDER, LA 70634

Purchase Order # 215857
 *** SEND INVOICE TO ***
 ATTN: Accounts Payable
 PO BOX 1060
 DERIDDER, LA 70634
 DERAccountsPayable@packagingcorp.com

*** SHIP TO ***
 4200 HIGHWAY 190 W
 DERIDDER, LA 70634

Vendor Fax (337)463-2800 ** Auto Fax **

Item/Stock #	Quantity	Description	PO Type : Contract	Time and Material	Price	UOM	Due Date
1	1	[A/P Terms:Net 30 Days] [Ship Via:Best Way] [Freight Terms:Prepaid] [F.O.B.:Delivered] Mechanical labor for the Nov. 16 2016 Outage			7,959.00	Job	11/16/2016
1574223		- MK-54 - replace mk-32a					
1573214		- west hot stock pump, cut and weld leak on suction line					
1573216		- Blk liquor to digestors pump; tap and install spool;piece					
1573059		- clean condensate tank; brk.					
1573004		- #2 blow tank; install 4" slip joint					

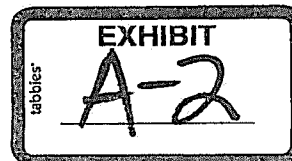
RATES AND TERMS AND CONDITIONS PER CURRENT CONTRACT ON FILE.

NOTICE: TO ENSURE TIMELY PAYMENT, MATERIAL AND LABOR MUST BE SHOWN SEPARATELY ON ALL SERVICE AND REPAIR INVOICES. YOUR INVOICE MUST INDICATE PARTIAL OR FINAL BILLING.

THE LOUISIANA LEGISLATURE PASSED LEGISLATION ON JUNE 5, 1997, ACT 315, WHICH REQUIRES CONTRACTS TO RECITE IN WRITING THE "STATUTORY EMPLOYER" STATUS OF THE PARTIES HERETO. THE GOVERNOR SIGNED THE LEGISLATION ON JUNE 17, 1997, AND IT BECAME EFFECTIVE ON THAT DATE (THE "ACT"). PCA/BOISE (AS PRINCIPAL EMPLOYER UNDER THE ACT) AND THE CONTRACTOR (AS DIRECT EMPLOYER) MUTUALLY AGREE THAT IT IS THEIR INTENTION TO RECOGNIZE PCA/BOISE AS THE STATUTORY EMPLOYER OF THE CONTRACTOR'S EMPLOYEES UNDER THE ACT WHILE CONTRACTOR'S EMPLOYEES ARE PROVIDING WORK AND/OR SERVICES TO PCA/BOISE UNDER THIS AGREEMENT. THE PARTIES AGREE THAT PCA/BOISE IS A STATUTORY EMPLOYER ONLY FOR PURPOSES OF THE ABOVE-REFERENCED ACT.

Please sign this po and return a copy, retaining a copy for your records.

Signature and Date



Requisitioner Smith, Lori
 WFO # 1571223
 Req # 286510

Printed By:
 Williams, Brock
 11/10/2016 2:35 PM
 PACKAGING CORPORATION OF AMERICA

Sales Tax	
<input checked="" type="checkbox"/> DO NOT CHARGE SALES TAX	<input type="checkbox"/> CHARGE SALES TAX
DIRECT PAY PERMIT: CERT. NO.	
2036234-001/DP	
This P.O. is issued subject to PCA's Terms and Conditions http://www.packagingcorp.com/doing-business-with-pca	

Packaging Corporation of America
 Phone # (337)462-4143
 Fax # (337)462-4305
 Contact Williams, Brock
 Email BrockWilliams@packagingcorp.com
 By

Purchase Order # 215857
 Page 1 of 1

EXHIBIT A-3

PCA'S STANDARD TERMS AND CONDITIONS



Purchase Order Terms and Conditions

1. INTEGRATION

Purchases by Packaging Corporation of America and its subsidiaries and affiliates; including Boise White Paper, L.L.C.; Boise Packaging & Newsprint, L.L.C.; Boise Paper Holdings, L.L.C.; BCT Inc.; Hexacomb Corporation; and Hexacomb Canada Corp. ("PCA"), are governed by these terms and conditions, unless the parties have entered into a mutually executed written master agreement stating applicable terms and conditions. Seller agrees to sell, and PCA agrees to buy, the goods, articles, materials, or services ("Goods") described on a PCA Purchase Order ("PO") for the price, at the time, and on the terms of payment shown on the PO. This PO and the provisions of any drawings, prints, plans, descriptions, specifications, samples, data, and other documents expressly referred to therein and adopted by reference ("Documents") constitute the entire agreement and supersede all proposals, negotiations, and counterproposals.

2. CONTROLLING TERMS

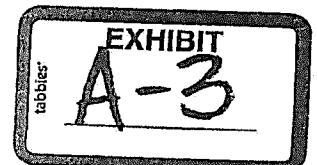
PCA objects to the inclusion of any different or additional terms by Seller in Seller's acceptance of this PO. If Seller includes or attaches any different or additional terms in Seller's purported acceptance, commences performance, or tenders the Goods, a contract of sale will result upon the terms and conditions as stated herein, without inclusion of any different or additional terms and conditions.

3. QUALITY

All Goods furnished must strictly conform to the Documents and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of PCA. In the event no quality is specified, the Goods must be at least equal to the standards of the industry. PCA shall have the right at all times during the performance of this PO to conduct such tests and inspections as it deems necessary to assure Seller's compliance with this PO. PCA will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

4. PRICE AND DISCOUNTS

The price set forth on the PO is not subject to escalation unless an escalation formula is expressly provided for on the face of the PO. Payment terms are net 45 days unless otherwise agreed. If a prompt payment discount is provided for on the PO, the discount period begins when the Goods or invoices are received, whichever is later, provided the



period will be extended for delays caused by errors in invoicing or good faith disputes over the accuracy of the invoice. PCA may, prior to making any payment due under this PO, require Seller to deliver lien waivers from itself and each of its subcontractors and materialmen for Goods previously delivered. Any request for payment issued more than six months after the date of delivery of the goods or services will not be honored.

5. CHANGES

Changes may be made by PCA at any time in the character or quantity of Goods to be furnished hereunder by written change order signed by the same authority executing this PO for PCA. The price specified on the PO shall be adjusted pro rata if the change is in quantity, or by mutual agreement if the character or Goods or other terms are changed so as to increase or decrease the cost to Seller. Upon PCA's request, Seller shall provide satisfactory evidence from which adjustments based on cost can be determined.

6. DELAY

Time is of the essence to this PO. At the outset of any delay from any cause, including Force Majeure, Seller shall immediately notify PCA in writing of the delay or anticipated delay and shall undertake to shorten the delay by all reasonable means. If such delay is caused by Force Majeure, the costs of shortening the delays shall be paid by PCA to the extent such costs are attributed to action authorized by PCA. If the delay is from any other cause, Seller shall be solely responsible for the costs of overcoming delays.

7. FORCE MAJEURE

Neither party shall be liable for any delay or failure to deliver or accept any or all of the Goods where such delay or failure is caused by fire, flood, other act of God, act of war, labor disturbance, or other event beyond such party's control ("Force Majeure"). Where only a portion of Seller's capacity to perform is so impaired, Seller shall make a fair allocation of its remaining production among the various customers then under contract for similar Goods during the period. If this PO is for Goods to be used in the regular production of PCA's facility, PCA may at its option delete the undelivered goods from this PO or appropriately extend the time for performance of this PO.

8. INDEMNITY

Seller agrees to indemnify, defend, and hold harmless PCA, any contractor, agent, or employee of PCA, from and against all claims, demands losses, damages, actions, or liability of any kind, including attorneys' fees, (collectively a "Loss"), where such Loss has resulted from, pertains to, or has arisen out of, Seller's, or those for whom Seller is responsible, performance of the Goods or any on-site activities, including, but not limited to, any negligent acts, omissions to act, or willful misconduct, whether active or passive, on the part of Seller, or those whom Seller is responsible.

9. SITE WORK

If Seller is to perform any work, including supervision of installation, at the site of construction or at the office or on property of PCA, Seller shall carry at Seller's own

expense: (a) Workers' Compensation Insurance as required by statute, (b) Contractor's Comprehensive General Liability Insurance, with limits for bodily injury and property damage of not less than \$2,000,000 per occurrence, which policy shall include premises and operation coverage, blanket contractual coverage, Owner's and Contractor's protective coverage, and completed operations coverage; and (c) Comprehensive Automobile Liability with limits for bodily injury and property damage of not less than \$2,000,000 per occurrence, which policy shall include owned, nonowned, and hired autos. At PCA's request, Seller shall also carry explosion, collapse, and underground coverage under its Comprehensive General Liability policy and Excess Liability in amounts specified by PCA. Seller shall, prior to commencing work, provide PCA with certificates evidencing all such coverages from insurance companies acceptable to PCA. Such certificates shall (a) except for the Workers' Compensation insurance, name PCA, its subsidiaries, affiliates, directors, officers, and employees as additional insureds with respect to liability, or any claims of liability, arising out of the work performed by Seller per standard form endorsement CG 20 10. Such insurance shall provide a waiver of subrogation in favor of the certificate holder and shall be primary and noncontributory. The parties intend this provision to be an express waiver of immunity under any applicable Workers' Compensation laws; (b) provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days' prior written notice to PCA; and (c) provide on its face that the policies it represents contain severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability."

Seller hereby warrants and represents that it has inspected the work site and is familiar with all working conditions which exist there, including subsurface conditions, and that it has made due allowance for such conditions in its price calculation and estimate of time for completion. Unless otherwise instructed by PCA, Seller will provide for receipt, unloading, storage, and protection of all materials for the work whether such materials are purchased by Seller or PCA. Seller shall at all times keep the work site reasonably neat and clean and upon completion shall remove and dispose of all rubbish, trash, and refuse. Seller shall be responsible for the proper use and storage of all Hazardous Substances, as defined by 40 C.F.R. 302.3, and all Hazardous Chemicals, as defined by 29 C.F.R. 1910.1200. Seller shall not generate any Hazardous Wastes, as defined by 40 C.F.R. 261.3, on site, without prior written authorization from PCA. In the event Seller generates such Hazardous Waste, Seller must notify PCA of the type and quantity and arrange with PCA for proper storage and disposal, at Seller's sole expense. Seller shall at all times coordinate its work and cooperate with the forces of other contractors on the work site and PCA's own forces. Seller shall at all times conduct itself in a safe and prudent manner in compliance with all applicable federal, state, and local safety laws, rules, and regulations, and all safety rules of PCA, including PCA's drug and alcohol policy. Seller's relationship to PCA under this PO shall be that of an independent contractor. Seller shall not be deemed to be or hold itself out to be the agent or employee of PCA for any purpose.

For Louisiana Work Only, the following shall apply: The Louisiana Legislature passed legislation on June 5, 1997, Act 315, which requires contracts to recite in writing the

"statutory employer" status of the parties hereto. The Governor signed the legislation on June 17, 1997, and it became effective on that date (the "Act"). PCA (as principal employer under the Act) and the Seller (as direct employer) mutually agree that it is their intention to recognize PCA as the statutory employer of the Seller's employees under the Act while Seller's employees are providing work and/or services to PCA under this Agreement. The parties agree that PCA is a statutory employer only for purposes of the above-referenced Act.

10. SHIPPING

Unless otherwise expressly provided, Seller shall be obligated to make delivery F.O.B. PCA's premises as designated. Seller will indicate plainly the PO number on all bills of lading, invoices, and freight bills. Each package or shipment must contain a memorandum showing Seller's name, contents of package, and PO number. Partial shipments must be identified as such on shipping memoranda and invoices. When shipping, Seller will make no declaration of value to carrier except where shipment is subject to released value rating.

11. AMERICAN STANDARDS

Seller warrants that in furnishing the Goods hereunder, all applicable American standards (including, but not limited to, ANSI, ASME, ASTM, and NEMA) have been complied with at the time of delivery. When Goods purchased hereunder are to be manufactured or produced outside the United States or its territories, Seller shall furnish, at PCA's request, documents stating the foreign manufacturers' or producers' names and addresses and containing written assurances of compliance with American standards.

12. LAWS

Seller shall, in its performance of this PO, comply with all applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders, including, but not limited to, the Lacey Act, 16 U.S.C. 3371 et seq., the Fair Labor Standards Act of 1938, as amended, Walsh-Healy Act, Robinson-Patman Act, applicable state Workers' Compensation laws, state and federal Occupational Safety and Health Acts, all laws regarding slave labor and human trafficking in the country or countries in which Seller does business, and all rules and regulations passed pursuant thereto, which are incorporated herein by this reference. Seller agrees to be subject to all applicable contract clauses required by federal, state, or local law, rule, or regulation to be included in this PO, including, but not limited to, the following clauses, which are incorporated herein by this reference: Equal Opportunity Clause (41 CFR 60.1.4); Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.5, 60-300.5; 29 CFR Part 470); Affirmative Action Clause for Handicapped Workers (41 CFR 60-741.4); and the Certification of Nonsegregated Facilities Clause (41 CFR 60.1.8; 41 CFR 1-12.803.10). In addition, Seller agrees and certifies, if applicable, that it has developed a written affirmative action compliance program (41 CFR 60-1.40(a)) and annually files Standard Form 100 (EEO-1) (41 CFR 60-1.7 (a)).

Seller represents and warrants that in compliance with the Lacey Act, 16 U.S.C. 3371 et seq., all wood, wood fiber, chips, wood pulp, paper and paperboard products, or other

plants, plant products or derivatives thereof (collectively, "Plants") comprising all or part of, or an ingredient in, the Goods sold in these Documents were harvested, taken, possessed, transported and sold in compliance with the laws of the countries in which the Plants were harvested, taken, possessed, transported or sold. For Plants sourced in the United States, such laws include all federal, state and other applicable laws.

13. FINAL ACCEPTANCE

On completion of this PO, Seller shall cooperate in carrying out any tests PCA deems necessary to determine the proper functioning and general performance of the Goods and, at its own cost, shall make any adjustments and changes required to the end that an efficient and fully operative project will result. Final acceptance by PCA will be conditional upon fulfillment of this requirement.

14. TERMINATION FOR CAUSE OR CONVENIENCE

In the event of default, bankruptcy, insolvency, or failure or inability of Seller to perform, PCA may terminate this PO for cause, and in the event of such termination, PCA shall pay Seller (a) the unit price for each item of Goods properly furnished and accepted prior to cancellation, plus (b) the salvage value of Goods in process of manufacture, including unused materials, which are identified to and being manufactured or fabricated specifically for this PO which shall be promptly delivered to PCA, but in no event shall the amount payable exceed the contract price, less the cost to PCA of completion or procurement of substitute conforming Goods, less other damages, and less any payments previously made. Additionally, this PO is subject to cancellation at the option of PCA. Where the PO is canceled for the convenience of PCA, Seller shall be paid (a) the unit price for each item of Goods properly furnished and accepted prior to cancellation, plus (b) the cost of Goods in process of manufacture, including unused materials, which are identified as being manufactured or fabricated specially for this PO which shall be promptly delivered to PCA, plus (c) overhead and profit allocable to specialized Goods in process of manufacture, but in no event shall the amount payable exceed the contract price, less any payments previously made.

15. CONFIDENTIALITY

Seller, on behalf of itself and its employees, agrees that any ideas, know-how, concepts, information, or processes received from PCA or created by Seller in connection with the performance of this PO shall be the property of PCA and shall be preserved in strictest confidence by Seller and shall not be used or disclosed by Seller to third persons except to the extent that such use or disclosure is necessary for the proper performance of this PO. If disclosure to third persons is necessary, Seller shall ensure that such third persons hold such information in strictest confidence.

16. ASSIGNMENT

This PO and money due hereunder may not be assigned without prior written consent of PCA. Any attempted assignment without PCA's consent shall be void.

17. GOVERNING LAW

Except where inconsistent with the terms and conditions contained herein, this PO shall be governed by the Uniform Commercial Code provisions applicable to transactions in goods ("UCC"), regardless of whether this PO is characterized as a transaction in goods or a transaction in services. This PO shall be interpreted and enforced under the laws of the state in which this PO is issued, provided that Illinois law shall apply if issued in a state which has not adopted the UCC.

18. MASTER CONTRACT

If this PO is issued as shipping instructions (and/or release document) pursuant to the terms of an existing contract between PCA and seller, this PO shall be governed exclusively by the terms of such existing contract.

19. HAZARD COMMUNICATION STANDARD

If the Goods sold hereunder are subject to the OSHA Hazard Communication Standard, 20 CFR Part 1910, or to such other state hazard communications laws, regulations, or standards as OSHA may have approved (the "Standard"), Seller shall provide PCA with a complete and accurate Material Safety Data Sheet for each of the Goods sold hereunder and shall label each of the Goods as required by the Standard. Seller's failure to supply such Sheet or to so label the Goods shall be deemed to constitute Seller's warranty, representation, and covenant that each of the Goods sold hereunder is exempt from the Standard.

20. PROPOSITION 65

Seller warrants that all Goods sold hereunder will not, under normal conditions of shipment, storage, or use, cause any person to be exposed to a chemical which is a carcinogen or a reproductive toxin listed under the California Safe Drinking Water and Toxic Enforcement Act of 1986 in quantities which would require that a warning be given prior to such exposure under the Act.

21. MODIFICATIONS AND AMENDMENTS

No waivers, amendments, or modifications of any of the terms or conditions of the PO shall be valid unless reduced to writing and signed by both parties. The terms and conditions of this PO shall not be amended or modified by the course of performance or course of dealing between the parties.

22. MUTUALITY

All debts and obligations of PCA and Seller to each other are mutual and subject to setoff. For purposes of this paragraph, "PCA" and "Seller" shall be deemed to include each party's respective subsidiaries and affiliates which directly or indirectly control or are controlled by that party through 100% equity ownership.

23. WOOD FIBER CHAIN OF CUSTODY

If any of the Goods supplied under this PO has a wood fiber component intended for incorporation into a product sold by PCA, then PCA and Seller incorporate the supplemental terms and conditions set out in the Addendum for Wood Fiber Goods, posted to: <http://www.packagingcorp.com/addendum-for-wood-fiber-goods> to be integrated with the terms and conditions set out here in this PO.

Revised August 2014

EXHIBIT A-4

PURCHASE ORDER #217370

PO Date 01/04/2017

Vendor: 118876-1 ELITE SPECIALTY WELDING LLC

Attn: Michael Cunningham
19291 LAKE CHARLES HWY
DERIDDER, LA 70634**Purchase Order***** SHIP TO ***
4200 HIGHWAY 190 W
DERIDDER, LA 70634

Purchase Order # 217370

*** SEND INVOICE TO ***
ATTN: Accounts Payable
PO BOX 1060
DERIDDER, LA 70634
DERAccountsPayable@packagingcorp.com

Vendor Ref # (337)463-2800 (000)000-0000

Item/Stock #	Quantity	Description	PO Type : Contract	Time and Material	Price	UOM	Due Date
1	1	[A/P Terms:Net 30 Days] [Ship Via:Best Way] [Freight Terms:Prepaid/adv] [F.O.B:Delivered]	Acct # 52-0-690-0098-650-21				
		Provide maintenance assistance to repair piping to the Clean Condensate tank in the Pulp Mill during the Big Line 2017 Annual Outage			3,494.00	Each	02/05/2017

Pricing per Quote # 009735 dated 12/28/16

THIS PURCHASE ORDER IS GOVERNED BY A MASTER SERVICE AGREEMENT FOR CONSTRUCTION DATED 8/18/14 CURRENTLY IN EFFECT BETWEEN THE PURCHASE ORDER VENDOR AND PACKAGING CORPORATION OF AMERICA. THE MASTER SERVICE AGREEMENT IS A PART OF THIS PURCHASE ORDER.

THE PCA DERIDDER MILL REQUIRES HARD HATS AND SAFETY GLASSES TO BE WORN BY ALL CONTRACTORS AND VISITORS AT ALL TIMES IN ALL AREAS OF THE MILL EXCEPT WHERE DESIGNATED EXEMPT. ALLPPE MUST BE ANSI/ISEA APPROVED.

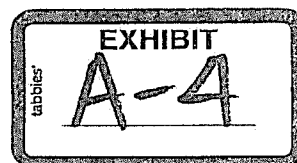
THE PCA DERIDDER MILL IS ALSO A SMOKE FREE WORKPLACE. SMOKING IS NOT PERMITTED ANYWHERE ON THE PROPERTY INCLUDING PARKING LOTS AND INSIDE VEHICLES.

ANY INDIVIDUAL PERFORMING WORK ON SITE MUST COMPLETE THE DERIDDER MILLS CONTRACTOR SAFETY TRAINING ANNUALLY. THE CONTRACTOR SAFETY ORIENTATION AND INFORMATION PACKET IS AVAILABLE THROUGH THE SECURITY GUARDS AT THE TC GATE OR ONLINE AT THE LINK PROVIDED BELOW. INDIVIDUALS WHO COMPLETE THE TRAINING ONLINE MUST BRING THE COMPLETED PRINTED MATERIAL PACKET TO THE SECURITY GUARDS AT THE TC GATE UPON ARRIVAL. UPON SUCCESSFUL COMPLETION OF THE CONTRACTOR SAFETY TRAINING EACH INDIVIDUAL WILL BE ISSUED A VERIFICATION CARD VALID FOR ONE YEAR. THIS CARD MUST BE AVAILABLE AT ALL TIMES WHILE ON SITE AND IS SUBJECT TO RANDOM AND UNANNOUNCED SCREENING BY ANY REPRESENTATIVE OF PCA. DIRECT ANY QUESTIONS OR REQUESTS FOR ADDITIONAL INFORMATION CONCERNING THIS SAFETY TRAINING TO THE DERIDDER MILL SAFETY DEPARTMENT AT 337-462-4010 OR 337-462-4140.

TO OBTAIN THE TRAINING ONLINE:

1. GO TO: www.milltraining.com/Deridder/index.asp
2. ENTER PASSWORD: safety
3. PRINT MATERIAL PACKET, FILL OUT AND BRING REQUIRED DOCUMENTATION TO SECURITY GUARD GATE 1 WHEN ARRIVING AT MILL
4. A VERIFICATION CARD WILL BE ISSUED

ALL CONTRACTORS PERFORMING WORK ON PCA PROPERTY ARE SUBJECT TO RANDOM AND UNANNOUNCED DRUG TESTS.


 Requisitioner Smith, Lori
WO # 1573059
Req # 287513

 Printed By:
Williams, Brock
01/04/2017 11:16 Am

Packaging Corporation of America

Phone # (337)462-4143

Fax # (337)462-4305

Contact Williams, Brock

E-mail BrockWilliams@packagingcorp.com

By

Purchase Order # 217370

Page 1 of 2

Sales Tax
<input type="checkbox"/> DO NOT CHARGE SALES TAX <input checked="" type="checkbox"/> DIRECT PAY PERMIT: <input type="checkbox"/> CHARGE SALES TAX CERT. NO.
2036234-001/DP

This PO is issued subject to PCA's Terms and Conditions
<http://www.packagingcorp.com/doing-business-with-pca>



PO Date 01/04/2017
 Vendor: 118876-1 ELITE SPECIALTY WELDING LLC
 Attn: Michael Cunningham
 19291 LAKE CHARLES HWY
 DERIDDER, LA 70634

Purchase Order

*** SHIP TO ***
 4200 HIGHWAY 190 W
 DERIDDER, LA 70634

Purchase Order # 217370

*** SEND INVOICE TO ***
 ATTN: Accounts Payable
 PO BOX 1060
 DERIDDER, LA 70634
 DERAaccountsPayable@packagingcorp.com

Vendor Tax (337)463-2800 (000)000-0000

Item/Stock #	Quantity	Description	PO Type : Contract	Time and Material	Price	UOM	Due Date
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Requisitioner Smith, Lori
 WO # 1573059
 Req # 287513

PCA
 PACKAGING CORPORATION OF AMERICA

Printed By:
 Williams, Brock
 01/04/2017 11:16 Am

Sales Tax	
<input type="checkbox"/> DONOT CHARGE SALES TAX	<input type="checkbox"/> CHARGE SALES TAX
<input checked="" type="checkbox"/> DIRECT PAY PERMIT:	<input type="checkbox"/> CERT. NO.
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Page 2 of 2